

1 Ambika Kumar, WSBA #38237  
Sara A. Fairchild, WSBA #54419  
2 DAVIS WRIGHT TREMAINE LLP  
920 Fifth Avenue, Suite 3300  
3 Seattle, WA 98104-1610  
Telephone: 206.622.3150  
4 Facsimile: 206.757.7700

5 John A. DiLorenzo (*pro hac vice*)  
DAVIS WRIGHT TREMAINE LLP  
6 1300 S.W. Fifth Avenue, Suite 2400  
Portland, OR 97201  
7 Telephone: (503) 241-2300  
8 Fax: (503) 778-5299

9  
10  
11 IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON  
12 AT SPOKANE

13 FAYE IRENE GUENTHER,  
an individual,

14  
15 Plaintiffs,

16 v.

17 JOSEPH H. EMMONS, individually,  
AND OSPREY FIELD CONSULTING  
LLC, a limited liability company,

18  
19 Defendants.

No. 2:22-cv-00272-TOR

**DEFENDANTS' RESPONSE TO  
PLAINTIFF'S MOTION TO  
DISMISS UNDER 41(a)(2)**

**June 20, 2024  
With Oral Argument: 1:30 p.m.**

**(Previously noted for 05/30/2024  
without oral argument)**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
I. INTRODUCTION.....	1
II. FACTUAL BACKGROUND.....	1
A. Case Initiation.....	1
B. Discovery.....	2
C. Evidence.....	4
D. Invocation of RCW 4.84.250.....	5
III. LEGAL AUTHORITY AND ARGUMENT.....	6
A. The Court Should Dismiss With Prejudice. ....	6
B. Alternatively, the Court Should Condition Guenther’s Requested Dismissal Without Prejudice on Payment of Attorneys’ Fees. ....	8
IV. CONCLUSION.....	10

## TABLE OF AUTHORITIES

### Page(s)

### Federal Cases

<i>Comer v. Micor, Inc.</i> , 436 F.3d 1098 (9th Cir. 2006).....	7
<i>Dental Health Servs. Inc. v. Miller</i> , 2024 WL 1173803 (W.D. Wash. Mar. 19, 2024) .....	6, 7
<i>GDS Indus., Inc. v. Great Am. Ins. Co.</i> , 2016 WL 6962866 (S.D. Cal. Nov. 29, 2016) .....	8
<i>Kamal v. Eden Creamery, LLC</i> , 88 F.4th 1268 (9th Cir. 2023).....	6, 8
<i>ME2 Prods., Inc. v. Sheldon</i> , 2017 WL 4769121 (D. Or. Sept. 21, 2017).....	8, 9
<i>Stevedoring Servs. of Am. v. Armilla Int’l B.V.</i> , 889 F.2d 919, 921 (9th Cir. 1989)), <i>report &amp; recommendation adopted</i> , 2017 WL 4683924 (D. Or. Oct. 18, 2017).....	8
<i>Telegram Messenger Inc. v. Lantah, LLC</i> , 2020 WL 5074399 (N.D. Cal. Aug. 24, 2020).....	8
<i>United States v. Ito</i> , 472 F. App’x 841 (9th Cir. 2012) .....	6, 8
<i>Westlands Water Dist. v. United States</i> , 100 F.3d 94 (9th Cir. 1996).....	6

### State Cases

<i>AllianceOne Receivables Mgmt., Inc. v. Lewis</i> , 180 Wn.2d 389 (2014) .....	7
<i>Elliott Bay Adjustment Co., Inc. v. Dacumos</i> , 200 Wn. App. 208 (2017) .....	7

1 *Pierson v. Hernandez*,  
149 Wn. App. 297 (2009) ..... 6

2 **Federal Statutes**

3 28 U.S.C. § 1332 ..... 2

4 **State Statutes**

5 RCW 4.84.250 ..... *passim*

6 RCW 4.84.270 ..... 7

7 RCW 4.105.020 ..... 2

8 RCW 7.96.050 ..... 2, 10

9 **Rules**

10 Fed. R. Civ. P. 26 ..... 2

11 Fed. R. Civ. P. 41 ..... 6, 8

12 Fed. R. Evid. 408 ..... 5, 7

## I. INTRODUCTION

Plaintiff Faye Guenther has asked the Court to dismiss this case without prejudice after forcing Defendants Joseph Emmons and his company Osprey Field Consulting LLC to incur substantial expenses defending against her meritless claims for nearly two years. Guenther asserts dismissal is appropriate because she has achieved “the goals of the litigation” by identifying the parties behind the allegedly defamatory statements at issue. ECF No. 39 (“Mot.”) at 5. But she knew this when she filed the lawsuit and confirmed it on October 12, 2023—over six months ago.

The Court should dismiss Guenther’s claims with prejudice and allow Defendants to recover attorneys’ fees under RCW 4.84.250. Dismissal with prejudice is appropriate here because dismissing without prejudice would cause “legal prejudice” by depriving Defendants of their right to seek attorneys’ fees under RCW 4.84.250. Guenther triggered this fee-shifting statute, and dismissal without prejudice would deny Defendants their right to seek relief under it. *See* § III.A.

If the Court grants dismissal without prejudice, it should condition dismissal on Guenther’s payment of Defendants’ attorneys’ fees. Courts routinely award fees as a condition of dismissal without prejudice, and such an award is particularly appropriate here, given Guenther’s delay in bringing this motion. *See* § III.B.

## II. FACTUAL BACKGROUND

### A. Case Initiation

Guenther filed this action in state court on July 25, 2022, asserting claims for defamation and false light. ECF No. 1-2. Her union, United Food and Commercial Workers (UFCW) Local 3000, and its predecessors were also named plaintiffs. *Id.*

1 The Complaint alleges Emmons distributed a flyer that accused Guenther of helping  
 2 union leaders—Eric Renner and Angel Gonzalez—hide from sexual harassment  
 3 claims before a proposed union merger. *See id.* ¶¶ 3.2-3.10; ECF No. 10-1 (“Flyer”).

4 On September 7, 2022, Defendants sent Guenther a request under  
 5 RCW 7.96.050 for “all reasonably available information material to the falsity of the  
 6 statements [she] allege[s] are defamatory or otherwise actionable.” Declaration of  
 7 John DiLorenzo (“DiLorenzo Decl.”) ¶ 3 & Ex. 2. RCW 7.96.050 requires  
 8 defamation plaintiffs to either disclose evidence of falsity or forego reputational and  
 9 presumed damages. Guenther produced nothing in response. *Id.* ¶ 3.

10 Given the parties were diverse under 28 U.S.C. § 1332(a)(1), Defendants  
 11 repeatedly asked Guenther to disclose the amount in controversy to determine  
 12 whether the case was removable. *Id.* ¶ 2 & Ex. 1. She did not. *Id.* As a result,  
 13 Defendants filed a motion to dismiss under Washington’s anti-SLAPP statute,  
 14 RCW 4.105.020, in state court. *Id.* ¶ 4. On October 24, 2022, in response to a  
 15 question on the court’s Civil Joint Case Status Report, Guenther stated damages  
 16 were “not less than \$250,000.” ECF No. 1 ¶ 17; ECF No. 1-1. Defendants promptly  
 17 removed to this Court, ECF No. 1, and filed another motion to dismiss, which the  
 18 Court denied. ECF No. 21. The Court also dismissed the union plaintiffs. *Id.* at 12.

## 19 **B. Discovery**

20 On July 13, 2023, Guenther served Rule 26(a) initial disclosures, listing 27  
 21 specific categories of documents “in her possession, custody, and/or control” that  
 22 she “may use to support her claims.” DiLorenzo Decl. Ex. 3 at 7-10. She also stated  
 23 “[her] damages are reputational,” and she would “make available for inspection ...

1 non-privileged documents ... that supports [sic] her contention.” *Id.* at 10-11.

2 On September 6, 2023, Guenther deposed Emmons, and on October 12, 2023,  
3 she deposed Mike Selvaggio. DiLorenzo Decl. ¶¶ 6, 22. Selvaggio testified he  
4 created the Flyer and engaged Emmons to help distribute it on behalf of UFCW 555.  
5 ECF No. 40-2. Meanwhile, on October 5, 2023, Defendants served Guenther with  
6 18 RFPs, which sought all documents referenced in her initial disclosures, among  
7 others. DiLorenzo Decl. ¶ 7 & Ex. 4. Defendants also served subpoenas on UFCW  
8 International, UFCW 3000, UFCW 367, Renner, and Mike Hines, and deposed Jeff  
9 Anderson, the anonymous informant described in the Complaint. *Id.* ¶¶ 23-28.  
10 Defendants attempted to subpoena Gonzalez, but he evaded service. *Id.* ¶ 29, Ex.19.

11 Over the next six months, Guenther produced a total of 12 documents, all  
12 supposedly responsive to a single RFP. *Id.* ¶¶ 11-12. None related to her claims.  
13 *Id.* Guenther and UFCW 3000 withheld documents related to the truth of the Flyer’s  
14 statements, purportedly based on non-disclosure agreements Guenther’s counsel  
15 negotiated (“NDAs”). *Id.* ¶ 24; ECF No. 35 at 4-5, 8-9; ECF No. 36 ¶¶ 5-7, 11; ECF  
16 No. 36-11. This forced Defendants to spend months seeking the NDA parties’  
17 consent to disclosure of the discovery Defendants sought, and ultimately required  
18 Defendants to move to compel. ECF No. 36 ¶¶ 10-16; ECF No. 35. In granting  
19 Defendants’ motion, the Court recognized “an NDA or confidentiality agreement is  
20 not a valid basis for withholding discovery.” ECF No. 38 at 8 (citation omitted).

21 The Court ordered that all discovery subject to the NDAs may be used “only  
22 for purposes of this litigation.” *Id.* at 9. UFCW 3000 and Renner produced docu-  
23 ments subject to the NDAs, and on March 11 and 12, 2024, Defendants deposed

1 three of the individuals who had signed the NDAs after complaining of Renner's  
2 harassment. DiLorenzo Decl. ¶¶ 24, 27, 30-32. Based on this evidence, which  
3 showed that Guenther's counsel Aaron Streepy had negotiated the NDAs days  
4 before Guenther and Renner initiated a union merger allowing Renner to maintain a  
5 high-paying position in the union despite the complaints, Defendants informed  
6 Guenther's counsel they intended to depose Streepy. *Id.* ¶ 14; *see also id.* ¶ 17.

7 Defendants also sent Guenther a letter indicating they would seek court  
8 intervention if she did not promptly produce documents in response to Defendants'  
9 RFPs. *Id.* Ex. 7. On March 12, 2024, Guenther's counsel said they would produce  
10 all outstanding documents within a week. *Id.* ¶ 14. They did not do so. *Id.* ¶ 15.

11 Instead, on April 3, 2024, Guenther moved to voluntarily dismiss her claims,  
12 ECF No. 39, and two days later, she sought a stay of discovery pending resolution  
13 of her motion. DiLorenzo Decl. ¶ 16 & Ex. 8. On April 17, 2024, the Court denied  
14 Guenther's requested stay and stated "Mr. Streepy's deposition can be taken." *Id.*  
15 Ex. 9 at 9. Despite this ruling, Streepy filed a motion to quash in the Western District  
16 of Washington and refused to consent to transfer to this Court. *Id.* ¶ 19 & Ex. 10.  
17 Defendants have since noticed depositions of Guenther and Renner. *Id.* ¶¶ 21, 32.

### 18 **C. Evidence**

19 Through discovery, Defendants have gathered evidence showing the truth of  
20 the Flyer's statement that Guenther (then-President of UFCW 21) helped Renner  
21 (President of UFCW 1439) "hide from sexual harassment charges" through a  
22 merger. ECF No. 10-1. In August 2021, seven individuals complained of Renner's  
23 sexual harassment. ECF No. 36-1. [REDACTED]



1 [REDACTED]  
2 [REDACTED]. DiLorenzo Decl. Exs. 17-18. The  
3 complainants signed the NDAs on the condition that [REDACTED]  
4 [REDACTED]. *Id.* Ex. 16; Ex. 20 at 10-13, 20, 22-23; Ex. 21 at 3-5, 7-13, 19-21.  
5 The last NDA was signed October 9, 2021. *Id.* Ex. 16; Ex. 22. Less than two weeks  
6 later, Guenther, her counsel, and Renner were preparing documents to initiate the  
7 merger of UFCW 21 and UFCW 1439, allowing Renner to maintain his high-paying  
8 position in the newly formed UFCW 3000 notwithstanding the sexual harassment  
9 complaints against him and his agreement to resign. *Id.* Exs. 11-12; Ex. 13 (Renner-  
10 UFCW 3000 contract). Yet, the NDAs continue to prohibit the complainants from  
11 discussing their claims against Renner. DiLorenzo Decl. Ex. 16.

12 Because Guenther did not begin producing documents in response to 17 of 18  
13 RFPs until after the April 17, 2024, hearing, when the Court directed her to do so,  
14 Defendants are still developing evidence to show the truth of the Flyer's statement  
15 concerning Gonzalez.

16 Documents Guenther produced under the Court's April 17, 2024, ruling show  
17 she knew that UFCW 555 was responsible for the Flyer before filing this lawsuit.  
18 *Id.* Exs. 14-15. Guenther did not take any further discovery after confirming this  
19 fact in Selvaggio's deposition on October 12, 2023, *id.* ¶ 22, or add defendants.

#### 20 **D. Invocation of RCW 4.84.250**

21 On February 7, 2024, after Defendants filed their motion to compel production  
22 of the NDAs and related evidence, Guenther's counsel sent Defendants a letter titled  
23 "OFFER OF SETTLEMENT—RCW 4.84.250 & FRE 408." *Id.* Ex. 24. The letter

1 stated it was “notice of the applicability of RCW 4.84.250,” informed Defendants  
 2 that Guenther’s damages are “under \$10,000,” and contained a settlement offer. *Id.*  
 3 The offer required acceptance before the Court ruled on Defendants’ pending motion  
 4 to compel. *Id.* Defendants declined to accept the offer. *Id.* ¶ 34 & Ex. 25.

### 5 **III. LEGAL AUTHORITY AND ARGUMENT**

#### 6 **A. The Court Should Dismiss With Prejudice.**

7 On a Rule 41(a)(2) motion for dismissal without prejudice, “the district court  
 8 must determine whether the defendant will suffer some plain legal prejudice as a  
 9 result of the dismissal.” *Westlands Water Dist. v. United States*, 100 F.3d 94, 96  
 10 (9th Cir. 1996). If the answer is yes, the court may dismiss with prejudice. *Kamal*  
 11 *v. Eden Creamery, LLC*, 88 F.4th 1268, 1279 (9th Cir. 2023). “Legal prejudice”  
 12 means prejudice to a legal interest, legal claim, or legal argument. *Id.* at 1280. A  
 13 party suffers “legal prejudice” when they lose “their ability to move for attorney’s  
 14 fees.” *United States v. Ito*, 472 F. App’x 841, 842 (9th Cir. 2012); *see, e.g., Dental*  
 15 *Health Servs. Inc. v. Miller*, 2024 WL 1173803, at \*2-3 (W.D. Wash. Mar. 19, 2024)  
 16 (dismissing claims with prejudice because dismissal without prejudice would  
 17 deprive defendant of “prevailing party status” necessary to seek attorneys’ fees).

18 Here, dismissal without prejudice would cause legal prejudice because it  
 19 would deprive Defendants of their right to recover fees under RCW 4.84.250. RCW  
 20 4.84.250 provides that attorneys’ fees “shall be taxed and allowed to the prevailing  
 21 party as part of the costs of the action” where the damages “pleaded” are \$10,000 or  
 22 less. A party may “plead” damages in any manner that puts “the other party on  
 23 notice or constructive notice of” of their intent to trigger RCW 4.84.250. *Pierson v.*

1 *Hernandez*, 149 Wn. App. 297, 306 (2009) (interrogatory answer constituted  
 2 “pleading” under RCW 4.84.250). A defendant is “the prevailing party” “if the  
 3 plaintiff ... recovers nothing.” RCW 4.84.270. Dismissal without prejudice results  
 4 in no prevailing party. *AllianceOne Receivables Mgmt., Inc. v. Lewis*, 180 Wn.2d  
 5 389, 396-99 (2014).

6 RCW 4.84.250 applies here because Guenther expressly invoked it and stated  
 7 her damages are “under \$10,000.” DiLorenzo Decl. Ex. 24. Her letter qualifies as  
 8 a “pleading” under the statute because it put Defendants on notice of her intent to  
 9 seek fees under RCW 4.84.250.<sup>1</sup> Although not necessary, Defendants similarly put  
 10 Guenther on notice of their intent to seek fees should they prevail. *Id.* Ex. 25.  
 11 Guenther now moves for dismissal without prejudice. If granted, such a dismissal  
 12 would preclude Defendants from exercising their statutory right to fees under RCW  
 13 4.84.250-.270, which they would otherwise have as the prevailing party. *Elliott Bay*  
 14 *Adjustment Co., Inc. v. Dacumos*, 200 Wn. App. 208, 214, 218 (2017) (where court  
 15 grants dismissal with prejudice on plaintiff’s motion, defendant is prevailing party  
 16 for purposes of RCW 4.84.250). This constitutes legal prejudice. *See Dental*, 2024  
 17 WL 1173803, at \*2-3 (collecting cases).

18 Guenther argues that cost of defense alone does not amount to legal prejudice.  
 19 Mot. 4. But where, as here, Defendants have a statutory right to seek fees, loss of  
 20

---

21 <sup>1</sup> That the letter cited FRE 408 does not preclude Defendants from relying on it here,  
 22 as Guenther used it to invoke RCW 4.84.250 for her own benefit. *See DiLorenzo*  
 23 *Decl. Ex. 24. Cf. Comer v. Micor, Inc.*, 436 F.3d 1098, 1101 (9th Cir. 2006).

1 that right does cause legal prejudice. *Ito*, 472 F. App'x at 842; *e.g.*, *GDS Indus., Inc.*  
 2 *v. Great Am. Ins. Co.*, 2016 WL 6962866, at \*3 (S.D. Cal. Nov. 29, 2016).

3 Accordingly, the Court should dismiss with prejudice and allow Defendants  
 4 an opportunity to move for attorneys' fees and costs under RCW 4.84.250.

5 **B. Alternatively, the Court Should Condition Guenther's Requested**  
 6 **Dismissal Without Prejudice on Payment of Attorneys' Fees.**

7 If the Court permits dismissal without prejudice, and thus allows Guenther to  
 8 assert the same claims in a future action, the Court should condition dismissal on  
 9 Guenther's payment of Defendants' attorneys' fees. Under Rule 41(a)(2), courts  
 10 have discretion to condition dismissal "on terms that [it] considers proper," including  
 11 an award of attorneys' fees for work that would not be useful in future litigation.  
 12 *Kamal*, 88 F.4th at 1286-87. Guenther asserts that "legal prejudice" is required for  
 13 an award of fees and costs. Mot. 6. That is incorrect. "[C]ourts routinely impose  
 14 the condition of costs and fees on a voluntary dismissal," absent legal prejudice.  
 15 *ME2 Prods., Inc. v. Sheldon*, 2017 WL 4769121, at \*3 (D. Or. Sept. 21, 2017) (citing  
 16 *Stevedoring Servs. of Am. v. Armilla Int'l B.V.*, 889 F.2d 919, 921 (9th Cir. 1989)),  
 17 *report & recommendation adopted*, 2017 WL 4683924 (D. Or. Oct. 18, 2017); *see*,  
 18 *e.g.*, *Kamal*, 88 F.4th at 1285, 1287 (finding no legal prejudice but remanding for  
 19 consideration of whether to award fees as condition of dismissal); *Telegram*  
 20 *Messenger Inc. v. Lantah, LLC*, 2020 WL 5074399, at \*5 (N.D. Cal. Aug. 24, 2020).

21 When determining whether to award fees and costs, courts consider: "(1) any  
 22 excessive and duplicative expense of a second litigation; (2) the effort and expense  
 23 incurred by a defendant in preparing for trial; (3) the extent to which the litigation

1 has progressed; and (4) the plaintiff's diligence in moving to dismiss." *ME2*, 2017  
2 WL 4769121, at \*3. All four factors weigh in favor of awarding fees and costs here.

3 *First*, Defendants will incur excessive and duplicative expenses if Guenther  
4 refiles her claims. Much of the evidence Defendants have gathered showing the  
5 Flyer's statements are true is subject to the Court's Order limiting use of that material  
6 to this case. ECF No. 38 at 9-10. Defendants also cannot reuse in future litigation  
7 their efforts in removing the case, moving to dismiss, moving to compel production  
8 of documents, or responding to this motion, among other expenses.

9 *Second*, Defendants have expended substantial resources defending against  
10 Guenther's claims in preparation for trial. Counsel has served at least ten third-party  
11 subpoenas, traveled to Spokane for depositions, and moved to compel production of  
12 documents. Meanwhile, Guenther has unnecessarily increased Defendants'  
13 expenses at every turn. She withheld the amount in controversy at the case's outset,  
14 forcing Defendants to litigate her claims in state court for months. DiLorenzo Decl.  
15 ¶ 2. She and her union withheld critical discovery based on a confidentiality  
16 provision that her counsel negotiated, forcing Defendants to seek other parties'  
17 consent to disclosure and ultimately to obtain relief from the Court. *Id.* ¶ 24.  
18 Guenther continued to withhold nearly all documents responsive to Defendants'  
19 RFPs until the Court ordered her to produce them on April 17, 2024—over six  
20 months after Defendants served the requests. *Id.* ¶¶ 13-18. And even after the Court  
21 ordered Streepy's deposition to proceed, Streepy moved to quash in another district  
22 and opposed a transfer to this Court, which is familiar with the facts. *Id.* ¶ 19, Ex.10.

23 *Third*, the case has progressed to nearly the close of discovery. The parties

1 have litigated two motions to dismiss and conducted extensive discovery, including  
2 numerous third-party subpoenas and depositions. The discovery deadline is June  
3 26, 2024. ECF No. 34 at 3.

4 *Fourth*, Guenther waited almost *six months* after she “accomplished the goals  
5 of the litigation” before moving to dismiss her claims. Mot. 5. She purportedly  
6 achieved her “goals” in the Emmons and Selvaggio depositions on September 6 and  
7 October 12, 2023, *id.* at 2, after which she took no further discovery. Yet, Guenther  
8 did not move to dismiss until April 3, 2024. In that time, Defendants continued to  
9 defend against her claims, including by taking third-party discovery, multiple  
10 depositions, and bringing a motion to compel (ECF No. 35). DiLorenzo Decl. ¶¶ 23-  
11 31; *id.* ¶ 35. Had Guenther acted diligently, those costs would have been avoided.

12 Moreover, the evidence to date indicates Guenther’s claims are meritless. *See*  
13 *supra* § II.C. Guenther never responded to Defendants’ RCW 7.96.050 request for  
14 evidence of falsity. DiLorenzo Decl. ¶ 3. The lawsuit was a fishing expedition—as  
15 her motion concedes. Mot. 6. Yet, Guenther asks the Court for the opportunity to  
16 reassert her claims in a future case. If the Court permits her to do so, Defendants are  
17 entitled to attorneys’ fees and costs.

#### 18 IV. CONCLUSION

19 For these reasons, Defendants respectfully request the Court dismiss  
20 Guenther’s claims with prejudice and permit Defendants to file a motion for  
21 attorneys’ fees under RCW 4.84.250. Alternatively, the Court should require  
22 Guenther to pay Defendants’ attorneys’ fees and costs as a condition of dismissal, in  
23 an amount to be determined on subsequent motion.

1  
2 DATED this 3rd day of May, 2024.

3 Attorneys for Defendants

4 By: s/Sara A. Fairchild

5 Ambika Kumar, WSBA #38237  
6 Sara A. Fairchild, WSBA #54419  
7 DAVIS WRIGHT TREMAINE LLP  
8 920 Fifth Avenue, Suite 3300  
9 Seattle, WA 98104-1610  
10 Telephone: (206) 622-3150  
11 Fax: (206) 757-7700  
12 [ambikakumar@dwt.com](mailto:ambikakumar@dwt.com)  
13 [sarafairchild@dwt.com](mailto:sarafairchild@dwt.com)

14 John A. DiLorenzo (*pro hac vice*)  
15 DAVIS WRIGHT TREMAINE LLP  
16 1300 S.W. Fifth Avenue, Suite 2400  
17 Portland, OR 97201  
18 Telephone: (503) 241-2300  
19 Fax: (503) 778-5299  
20 [johndilorenzo@dwt.com](mailto:johndilorenzo@dwt.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on May 3, 2024, I caused the document to which this certificate is attached to be electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Aaron Streepy  
Jim McGuinness  
STREOPY LAW, PLLC  
4218 227<sup>th</sup> Ave Ct. East  
Buckley, WA 98321  
aaron@mcguinnessstreepy.com  
jim@mcguinnessstreepy.com

*Attorneys for Plaintiff Faye Irene Guenther*

I declare under penalty of perjury that the foregoing is true and accurate.

DATED this 3rd day of May, 2024.

By: s/Sara A. Fairchild

Sara A. Fairchild, WSBA #54419